

Terms of Service Agreement

Date of Policy: August 6, 2025

This Terms of Service Agreement (the “Agreement”) is entered into by and between you and Whadata AI, Inc. (“Whadata,” “Company,” “we,” “us,” or “our”). This Agreement governs your access to and use of our platform (“Platform”), our application (“App”), and any related products and services (collectively, the “Services”).

By accessing or using the Services or by clicking to accept or agree to the Agreement when this option is made available, you:

- i. Acknowledge that you have read and understood this Agreement;
- ii. Represent and warrant that you meet our eligibility requirements; and
- iii. Accept and agree to be bound by this Agreement, including any terms, policies, and appendices incorporated herein by reference, such as our Privacy Policy (available at Whadata/privacy) and, if applicable, the Business Associate Agreement (“BAA”) in Appendix I.

If you use the Services on behalf of an entity, you represent that you have the authority to bind that entity to this Agreement. If you do not accept this Agreement or do not meet the eligibility requirements, you may not access or use the Services.

The parties acknowledge that acceptance of the Agreement by electronic means has the same evidential value as a paper agreement.

1. Privacy Policy

Your use of the Services is subject to our Privacy Policy located at Whadata/privacy. The Privacy Policy details how we collect, use, and protect your information and may include additional provisions required by state, federal, or international laws. By using our Services, you agree to the Privacy Policy.

2. Changes to this Agreement

We reserve the right to update or revise this Agreement at any time. If we do so, we will change the “Last Updated” date above. All changes are effective immediately when posted and apply to all subsequent use of the Services. Your continued use of the Services after we post changes constitutes acceptance. If you do not accept any modifications, you must stop using the Services. Any change to Fees and Payment terms in Section 5 will take effect on the calendar month following the posted revision.

3. Use of the Services

By accessing and using the Services, you warrant that:

- i. You are legally capable of entering into binding contracts;
- ii. All registration information you submit is truthful and accurate;
- iii. You will maintain the accuracy of such information; and
- iv. Your use of the Services does not violate any applicable law or regulation, including healthcare and privacy laws.

3.1 Intended Use and AI Limitations

The Services are designed for healthcare providers, telehealth companies, and related entities. The Services, including any AI-powered features, are tools to assist you in serving your patients or customers. They do not constitute medical advice or professional healthcare services from us. You must use your professional judgment and validate all information provided by the Services, including any AI-generated insights, before making clinical or professional decisions. The AI’s outputs are informational only and may contain inaccuracies or incomplete information. You are solely responsible for compliance with all relevant clinical standards, laws, and regulations.

3.2 Eligibility

You may only use or receive the Services if your jurisdiction’s laws and U.S. laws permit. You are solely responsible for ensuring your compliance with all applicable local, state, federal, and international laws, including healthcare, telehealth, and privacy regulations, as well as any professional licensing requirements.

3.3 License

We grant you a non-exclusive, non-transferable right to access and use the Services during the term of this Agreement, solely for use by your authorized staff. To the extent your use involves integration with our Platform or APIs, we grant you a non-exclusive, non-transferable license to use the Platform or APIs to develop and implement applications that allow you to access and use the Services, subject to this Agreement.

3.4 Restrictions on Use

You may only use the Services as explicitly authorized. You will not:

- Use the Services for unauthorized or unlawful purposes;
- Imply any endorsement by Whadata;
- Resell the Services without our written consent;
- Reverse engineer or attempt to extract source code;
- Interfere with the security, integrity, or proper functioning of the Services;
- Use the Services in a manner that violates healthcare, privacy, or other applicable laws.

3.5 Modifications of the Services

We may update, modify, restrict access to, or discontinue the Services at any time without notice. Such changes will be subject to this Agreement. If you do not agree to material changes, you may terminate this Agreement upon thirty (30) days' notice. We will not be liable for any modification, suspension, or termination of the Services.

3.6 Availability of the Services

The Services may occasionally be unavailable for maintenance, updates, or other reasons. We are not liable if the Services are temporarily unavailable.

3.7 Compliance with Laws

You are solely responsible for compliance with all applicable laws, including HIPAA if applicable, and any other healthcare and privacy regulations. You must:

- Ensure all data you submit is accurate and lawful;

- Use commercially reasonable efforts to prevent unauthorized access to the Services;
- Comply with all local, state, federal, and foreign laws (including laws regarding privacy and data protection);
- Maintain all necessary hardware and software to access the Services.

3.8 Term and Termination

The term begins on the Effective Date and lasts for an initial period of one (1) month, renewing monthly unless terminated by you with one (1) month's notice. We may terminate or suspend your access for violation of this Agreement or harmful conduct, or without cause with one (1) month's notice.

3.9 Effect of Termination

Upon termination:

- All rights granted to you end;
- You must cease using the Services;
- We are not liable for compensation or damages arising from termination;
- We will, at your option, return or delete your data, including PHI as specified in the BAA if applicable.

3.10 No Medical Advice

We do not provide medical, legal, or professional advice. All healthcare decisions remain your responsibility, and you should not rely on the Services as a substitute for professional judgment.

3.11 International Use

The Services are controlled and operated from the United States. If you access or use the Services from outside the U.S., you are solely responsible for compliance with local laws, regulations, and professional licensing requirements in your jurisdiction. This includes, but is not limited to, compliance with the UK General Data Protection Regulation (UK GDPR), the Saudi Personal Data Protection Law (PDPL), and other applicable international data

protection and healthcare laws. We may restrict access in certain regions as necessary to comply with applicable laws.

3.12 Enterprise Licensing

If you are an enterprise customer, we may offer enterprise-level access under a separate agreement or as part of a custom licensing plan. These terms supplement this Agreement:

- **Authorized Users:** You may designate multiple users under your enterprise account. You are responsible for all users' compliance with this Agreement.
- **Role-Based Access:** You may assign roles (e.g., administrator, provider, staff) and configure permissions accordingly.
- **Custom Terms:** Custom pricing, SLAs, onboarding, or integrations must be documented in a separate written agreement.
- **Audit Rights:** We may audit your usage to ensure compliance with license scope.